

# EXHIBIT A

Terminated Royalty Agreement

Rafael Marchante.

X01620



SPAIN

FREELANCE PHOTOGRAPHERS ROYALTY AGREEMENT

DETAILS FORM

PART A	PHOTOGRAPHER DETAILS
	11.7.05.
Name:	RAFAEL BENITEZ MARCHANTE
Address :	C/ BARCENILLAS N° 11 - 6ª
	City: MALAGA
Postcode: 29012	Country: SPAIN
Phone No:	657575207
	Fax No:
E-mail:	rafael.marchante@yahoo.es.
Reuters Source No:	(to be inserted after form processed)

PART B	PAYMENT DETAILS
Payee Name:	RAFAEL BENITEZ MARCHANTE
Bank Name:	UNICAJA
Bank Address:	C/ CISNEROS N°12
	City: MALAGA
Postcode: 29005	Country: SPAIN
Sort Code:	Account No:
Payment Currency:	2103/3034/40/0010014962

PART C	CONTRACT DETAILS
1. Do you accept the contract terms set out overleaf?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2. Did you already have a signed contract with Reuters?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Note: to ensure confirmed payment you must advise us immediately of any change to the above contact or payment details.

Once you are satisfied that the information in this form is correct and that you have read and understood the contractual terms which follow, please sign at the space provided after the terms and conditions below to acknowledge your agreement.

## TERMS AND CONDITIONS

### 1. General

- 1.1 You are entering this Agreement with Reuters Espana SA of Castellana 36-38, 28046 Madrid, Spain ("Reuters") and agree to be bound by the following terms and conditions.
- 1.2 You agree that the following terms and conditions will apply with effect from the date of this Agreement to any photographs, whether "photographic works" or "simple photographs", as applicable, which you have supplied to or take or have taken in the past while on an assignment for Reuters or a Reuters Group Company including, for the avoidance of doubt, photographs taken at the direction of or under instructions from Reuters or a Reuters Group Company or with Reuters equipment (the "Photographs").
- 1.3 For the purposes of these terms and conditions, "Reuters Group Company" means Reuters Group Plc and any company from time to time in which Reuters Group Plc owns an interest of 50% or more (whether directly or indirectly).
- 1.4 After each assignment you will select in good faith the Photographs which in your reasonable opinion are the best Photographs taken on that assignment and supply these to Reuters. These Photographs are referred to in this Agreement as the "Reuters Photographs" and the remaining Photographs are referred to as the "Out-takes". You will at any time upon Reuters request supply the Out-takes from any assignment to Reuters.

### 2. Rights of Reuters

- 2.1 You hereby grant to Reuters for itself and for the benefit of any Reuters Group Company, to the extent permitted by law, a world-wide licence to exploit rights in the Photographs, whether "photographic works" or "simple photographs", as applicable (in particular, reproducing, distributing, selling, loaning, renting, using, editing and storing on file (whether electronic or of any other type), exhibiting and communicating to the public, codified or not, transmitting, emitting via cordless radio, satellite, broadcasting

and re-broadcasting, whether by wire, cable, optic fibre, microwave and or other analogue means, emission or broadcasting in a place accessible to the public, displaying of the works or their reproductions, provision of public access via any means to the work incorporated in data bases, carrying out of any of the aforementioned actions), for the duration of the copyright or the neighbouring right, as applicable, in the Photographs plus any renewals or extensions thereof and grant Reuters and any Reuters Group Company the right to sub-license any and all of the foregoing rights, including the right to sub-license on an exclusive basis in relation to the Reuters Photographs.

- 2.2 The rights granted to Reuters under paragraph 2.1 are exclusive to Reuters in relation to the Reuters Photographs and non-exclusive in relation to the Out-takes. You may license Out-takes to third parties on a non-exclusive basis, provided that (a) no such licence is granted until the expiry of 7 days after the later of (i) completion of the assignment on which the Out-takes in question were taken and (ii) supply of the Reuters Photographs from that assignment to Reuters; and (b) you do not license the Out-takes to any client or competitor of Reuters without Reuters prior written consent. For these purposes, a "competitor" means any company or agency that sells or redistributes, whether or not for a fee, photographic works or reproductions by any method, means or mechanism.
- 2.3 You agree that Reuters may edit the Photographs provided that it does not subject them to derogatory treatment.
- 2.4 You agree that Reuters and any Reuters Group Company (and any sub-licensees) may distribute the Photographs and that the Photographs may be obtained by third parties on the Internet or online and by any other method of distribution currently available or which may become available in the future.
- 2.5 You agree (at Reuters expense) to co-operate fully with Reuters in relation to any action which Reuters may take to prevent unauthorised use of the Photographs by any third party and (at Reuters request and expense) to join in any resulting legal proceedings. Any damages recovered from successful legal action will (to the extent the law permits) after deduction of Reuters costs be divided between you (25%) and Reuters (75%).

### **3. Payment**

- 3.1 The rights granted by you under paragraph 2 are granted in consideration of fees paid to you from time to time by Reuters for carrying out photographic assignments (whether under any pre-existing contract with Reuters or any Reuters Group Company or otherwise) and in consideration of the royalty payment described below.
- 3.2 Reuters will pay (or procure that another Reuters Group Company pays) you a royalty fee. This fee will be calculated over a monthly period and will (subject to paragraph 3.3) be 25% of Net Sales. 'Net Sales' means the total revenue (less VAT, sales taxes, distributors' fees and marketing and administration costs) received by Reuters or any Reuters Group Company from sales of copies of your Photographs (a) from any Reuters photographic archive product; and (b) by any third party distribution partner of Reuters or any Reuters Group Company, such sales to include both editorial and commercial sales to the advertising market (meaning any sales of your Photographs for use in a television commercial, a newspaper, magazine or online advertising campaign, poster or

billboard advertising, a direct mail campaign, a point-of-presence campaign or any other type of marketing communication), but excluding in both cases any revenue arising from sales of products containing your Photographs where such products are sold on a subscription basis as opposed to on a pay-as-you go basis.

- 3.3 The fee will be payable quarterly in arrears in the currency specified in Part B of the details form. If in any quarter the fee payable to you is less than GBP100, the payment in question will be carried forward and paid to you at the end of the fourth quarter of the year in which the fee is payable.
- 3.4 You acknowledge that you will only receive fees under this Agreement where Reuters or any Reuters Group Company receives payment for sales of your Photographs and that Reuters may be required by law to deduct taxes from any fees which are payable to you (including but not limited to local withholding taxes). Where Reuters is required to deduct taxes from fees which are payable to you, Reuters will pay you the net amount after deduction of taxes.
- 3.5 In addition to payment, Reuters will provide a report showing the breakdown of royalties due to you from Reuters photographic archive products and third party distribution partners, and either paid to you in the quarter, or carried forward as specified in Clause 3.3.

#### **4. Warranty**

You warrant that your Photographs are your original work, that you have not altered them in any manner and that you own the copyright therein and have all necessary rights to supply the Photographs to Reuters and to enter into this Agreement.

#### **5. Press Cards and Equipment**

If Reuters or any Reuters Group Company provides you with press cards and/or equipment (including cameras), you will use these to take photographs for Reuters only and will return them promptly to Reuters at any time on request and in any event if you cease carrying out assignments for Reuters or any Reuters Group Company. You acknowledge that any press cards or equipment supplied to you by Reuters or any Reuters Group Company are and will remain the property of Reuters, any Reuters Group Company or Reuters supplier.

#### **6. Term**

This Agreement will commence on the date it has been signed by both you and Reuters and continue for as long as you carry out assignments for Reuters or any Reuters Group Company as a freelance photographer. If you stop carrying out assignments for Reuters, your rights to receive payment under paragraph 3 will continue, as will the rights you grant under paragraph 2.

#### **7. Entire Agreement**

This Agreement will commence on the date it has been signed by both you and Reuters and continue for as long as you carry out assignments for Reuters or any Reuters Group Company as a freelance photographer. If you stop carrying out assignments for Reuters, your rights to receive payment under paragraph 3 will continue, as will the rights you grant under paragraph 2.

7. **Entire Agreement**

This Agreement replaces all previous agreements or understandings between you and Reuters and any Reuters Group Company to the extent that they relate to the payment referred to in paragraph 3 and the rights granted in paragraph 2.

8. **Governing Law and Jurisdiction**

This Agreement is governed by the laws of Spain and any disputes arising in connection with it shall be subject to the non-exclusive jurisdiction of the Courts of Barcelona.

9. **Language**

Where this Agreement is in English and a language other than English, the English language version of this Agreement will prevail in the event of any inconsistency.

10. **Assignment**


This Agreement is personal to you and you may not assign it to any other person. Reuters may assign this Agreement without your consent.

11. **Severance**

If any provision of this Agreement is found to be invalid, unenforceable or otherwise ineffective, the rest of this Agreement shall continue in full force and effect and the parties agree to negotiate in good faith to agree (where permissible by law) a replacement provision of similar or equivalent commercial effect.

Accepted: **PHOTOGRAPHER**

Accepted: **REUTERS ESPANA SA**

Signed: 

Signed: 

Name: 

Name: 

Date: 11-7-2005

Date: 11-7-05